

**Interlocal Agreement Between Collin County and the City of Anna
for Engineering Work Related to the
P25 Public-Safety Radio System's Use of Anna's Water Tower**

1. **Purpose and Authority.** Collin County is building a Project 25 (P25) standards-based Public-Safety Radio System. The City of Anna's Police and Fire Departments will use the new system. As part of this project, the County would like to locate certain microwave and radio equipment on the City's water tower and other equipment at the tower site. The City has asked for a license to connect some of its water-tower equipment to the County's generator at the site.

As a condition precedent to an interlocal agreement under which the City extends a license to the County for such access, the City requires an engineering assessment and an agreement for the County to reimburse the City for costs of this assessment not to exceed \$2,500. Under the Interlocal Cooperation Code, Texas Government Code, chapter 791, Collin County and the City of Anna enter this agreement related to the engineering work.

2. **Collin County's Request.** The County has asked the City for a license to locate certain radio and microwave equipment on the City's Hackberry Elevated Storage Tank (EST), a water tower, located in the City of Anna (33°21'15.13" N, 96°34'53.80" W), and equipment in a shelter at the tower site. In brief, the County would like to attach RFS SC412 Antennas directly to the existing P3 STD handrail posts using SitePro1 DCP12K pipe to pipe clamp sets and have other equipment installed and work performed according to the engineering and construction documents in the September 25, 2017, 2:27 PM, email from Commander Pam Palmisano to Joseph Johnson, Public Works Manager for the City, with four attachments:

- Anna WT Collocation Exclusion Letter.pdf (3 MB, 16 pp.) (from Terracon Consultants to Enertech Resources, LLC, Terracon Project 94177237 (May 22, 2017))
- Anna WT Review Drawings 20170405(2).pdf (3 MB, 37 pp.)(Enertech Resources, LLC, review drawings (April 5, 2017))(general construction notes, site work, antenna system, site plan, detailed site plan, compound plan, tower elevation with the locations of the new microwaves and antennas marked, antenna & equipment schedule, antenna plan, antenna mount section, microwave mount section, coax plans, TTA mounted to handrail detail, structural notes, electrical specifications, utility plans, compound and antenna grounding plans, equipment list)
- 20170530 Anna WT Structural Analysis.pdf (3 MB, 22 pp.) (Enertech Resources, LLC Structural Analysis Report 172' Elevated Water Tower (May 30, 2017) with microwave and antenna product descriptions)
- Anna WT-CD DR 20170606.pdf (4 MB, 38 pp.) (Enertech Resources, LLC, review drawings (June 6, 2017) with contents similar to Anna WT Review Drawings).

In referencing these documents herein, the City of Anna does not assume any responsibility for the accuracy of the information contained within same, nor does the City of Anna relieve any third party of any duty related to said documents. Some of the referenced documents have certain details pending and remain subject to approval by the City of Anna and other entities. Any issue

relating to the content of said documents must be taken up with the entity responsible for authoring same.

3. **The City of Anna's Condition Precedent.** As a condition precedent to granting a license, if any, the City plans to have independent engineers evaluate the County's request. The City asks the County to reimburse it for up to \$2,500 of the related costs. The engineers retained by the City to perform the evaluation are herein referred to as "the City's engineers," whether they are employees, contractors, subcontractors, or other agents of the City.

4. **Agreement.** The County will reimburse the City for engineering costs to assess the County's request up to, but not to exceed, \$2,500. The City will provide a copy of the engineering results and report to the County within three business days of the City receiving the results or report. The County will provide the City with a copy of the reports of the County's engineers related to assessing the suitability of the City's water tower for the County's radio-system purposes.

5. **Effective Date.** This agreement will become effective on the day that the second party to sign it signs the agreement.

6. **Law and Venue.** The parties agree that Texas law will govern the parties' relationship under, and all claims related to, this agreement. Venue will be in the courts of Collin County.

7. **Authorization.** Each party represents and warrants that the person or persons signing this Agreement has the requisite authority under section 791.011(d)(1) and section 791.014 of the Texas Government Code.

8. **Current Revenues for Governmental Functions.** Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Texas Government Code or other provision.

Notice: This provision imposes special duties on the City of Anna.

9. **Responsibilities and Limitations.** As between the County and the City, the City alone is responsible for providing proper and safe access to the tower and tower site for the City's engineers for their work. The City will defend and indemnify the County for any claim, lawsuit, damage, or liability for personal injury or property damage, including attorney's fees, expert fees, and litigation costs, that may arise from work of the City's engineers. The City will not sue the County for any claim or damage that may arise in the course of, or as a result of, the work of the City's engineers, including claims for personal injury, property damage, or engineering or professional negligence, breach of contract, or other actionable conduct. A party will not be responsible to the other for special, consequential, or punitive damages. No party waives any sovereign or other immunity by virtue of signing this agreement. The parties do not intend to benefit or create a right in favor of any person who is not a party to this agreement. This agreement does not create any form of personal liability on the part of any official, officer, or employee of either party. Any clause that may create a debt, including the indemnification clause, falls under subsection (b) to sections 5 and 7 of article XI of the Texas Constitution.

10. **Compensation.** Through the signatures provided below, the parties both agree and represent that the contractual payment each receives under the terms of this agreement constitutes fair compensation for the respective services or functions each will perform under this contract.

11. **Notice**

If to City:

City Manager
City of Anna
111 North Powell Parkway
PO Box 776
Anna, Texas 75409
psanders@annatexas.gov
972.924.3325

If to Collin County:

Collin County Sheriff's Office
Commander Pam Palmisano
Commander of Support Services
4300 Community Blvd.
McKinney, Texas 75071
ppalmisano@co.collin.tx.us
972.547.5100

With copy to:

Sara Hogle, CPPB
Collin County Buyer II
2300 Bloomdale Road, Ste. 3160
McKinney, Texas 75071
shogle@co.collin.tx.us
972.548.4101

WITNESS OUR HANDS AND SEALS on the date indicated below.


COLLIN COUNTY, TEXAS

Date: _____

Signature: _____
Keith Self, Collin County Judge

CITY OF ANNA

Date: 12/12/2017

Signature:  _____
Mayor Nate Pike, City of Anna

CITY OF ANNA, TEXAS

RESOLUTION NO. 2017-12-310

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR THE REIMBURSEMENT TO THE CITY OF ANNA FOR ENGINEERING COSTS RELATED TO REVIEW OF PLANS FOR RADIO EQUIPMENT PROPOSED BY COLLIN COUNTY.

WHEREAS, Collin County ("County") proposes to utilize City of Anna ("City") infrastructure for the implementation of a radio equipment project and has developed plans the City must review; and

WHEREAS, the County and the City desire to enter into an agreement concerning reimbursement to the City for engineering review costs associated with the review of said plans; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the review of said plans may be conducted most economically by implementing this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THAT:

Section 1. Recitals Incorporated.

The recitals above are incorporated herein as if set forth in full for all purposes.

Section 3. Approval of Interlocal Agreement.

The City Council of the City of Anna, Texas hereby approves the Interlocal Agreement attached hereto as Exhibit 1, and authorizes, ratifies and approves the Mayor's execution of same. The Mayor is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreement.

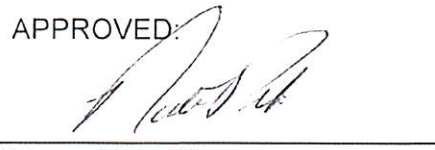
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 12th day of December, 2017.

ATTEST:



City Secretary, Carrie L. Smith

APPROVED:



Mayor Nate Pike